

	<h2>Supplier Terms and Conditions</h2>	Document Number:	BTC-Terms-TM257
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As a supplier to BTC Electronic Components, Inc. (“BTC”), it is understood that your organization agrees to meet the following requirements for each BTC purchase order. These requirements are to be considered as terms and conditions for all purchases.

1. Supplier warrants the materials delivered pursuant to BTC’s purchase order, unless otherwise specifically stated in the purchase order, shall:
  - be new and only contain materials obtained directly from the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM) or an authorized OEM/OCM reseller or distributor.
  - not contain Counterfeit Items.
  - supply traceability that identifies the name and location of all supply chain intermediaries from the OEM/OCM to the direct source (seller) of the product is required.
  - contain only authentic, unaltered OEM/OCM labels and other markings; and be free from defects in workmanship, materials, and design.
  - be free of foreign object debris (FOD) and comply to NAS 412.
  - be in accordance with all the requirements of the Purchase Order.
  - be free of sourcing conflict minerals from the DRC.
  
2. Supplier further warrants that the performance of work and services shall conform to the requirements of the Purchase Order. These warranties shall survive final acceptance and payment.
  
3. Where required on BTC’s purchase order, Supplier must use BTC’s customer-approved special process sources.
  
4. Supplier is required to notify BTC of any changes to a product and/or process that would affect the form, fit or function of the item being purchased, and to obtain approval from BTC.
  
5. Nonconforming product/material is not to be shipped to BTC without prior approval from BTC’s Quality Department. Supplier shall notify BTC of any non-conforming product/material where the product was previously shipped to BTC and may require a recall.
  
6. BTC, its customers, and regulatory authorities retain the right of access to all Supplier facilities involved in the purchase order and to all applicable records. Supplier must retain all records associated with purchase order and product for a minimum of 7 years.
  
7. Supplier is required to flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.
  
8. When appropriate, BTC may delegate the inspection authority to one of its approved Suppliers. BTC will communicate the inspection requirements (including approved monitoring and measurement equipment/methods) and maintain a record of those approved to carry out such inspections.
  
9. These commodities may be subject to the requirements of the international Traffic in Arms Regulation and/or the restrictions of an export license from the U.S. Department of State. If so, they may not be transferred, transshipped on a non-continuous voyage, or otherwise be disposed of in any other country, either in their original form or after being incorporated into other end-items, without prior written approval of the U.S. Department of State.
  
10. Acceptance of BTC’s purchase order constitutes Supplier’s acknowledgement and acceptance of BTC’s Supplier terms and conditions as listed above.
  
11. Ethics – BTC lists their basic ethics policy, BTC-Info-D364, on its website, [www.btcelectronics.com](http://www.btcelectronics.com). BTC’s suppliers are encouraged to accept similar ethical concepts. Suppliers are expected to review the BTC Ethics Policy on the website and advise if there are issues in conforming to the Ethics Policy.